Goldco Customer Agreement Excerpts

The Goldco Customer Agreement below was obtained through proper means.

To purport it to be confidential, one must overcome the magnitude of its distribution.

- Consider the number of customers who signed this agreement between the revision date ("7/13/22") and the date this agreement was signed (Aug 21, 2023).
- Consider the number of customers signing similar versions of this agreement.
- Consider the number of prospective customers who received this agreement and did not sign it.
- On June 1, 2018, Goldco put its Client Agreement on the public record as **Exhibit 2** of **Goldco Direct LLC v. Clackum**.

Its content is of public interest and newsworthy.

- Compare fair and typical dealer spread against spread percentages described in section 17.
- Compare descriptions of the Highest Price Buy Back Guarantee in Goldco literature against its practical value according to section 18.
- Consider the extravagant, asymmetric, perpetual disrespect of customer in section 20.
- Compare the justice of a public hearing, one's freedom of speech, and one's Seventh Amendment right to jury trial, against the limitations of sections 21 and 37.
- Consider Goldco's unilateral power to modify agreement without consent, in section 25.
- Consider the challenge to privity of contract, the right to not be bound by a contract one did not sign, for an heir as successor in interest – section 29.
- Compare the one year maximum of section 34 against the three year minimum of section 18.
- Consider the expense of facing, alone, a company the size of Goldco -- section 36. Consider how this enforced solitude is compounded by the confidential dead end of section 21.

The presentation is limited to relevant sections.

Therefore, this publication constitutes fair use under U.S. Code Title 17, Chapter 1, Section 107 .

Mac Stevens (stevensm@earthlink.net) Date: 2026/05/27

GOLDCO®

CUSTOMER AGREEMENT

Customer Name:	Delores Elizabeth Stevens	Phone 1:	(360) 268-7233
Street Address:	406 Dune Crest Dr	Phone 2:	(360) 310-3861
City, State, Zip:	Westport, WA 98595	Email:	elizabeth.park@yahoo.com
Check here if this is an IRA Account ☒		Check here if this is a Direct Delivery Account ☐	

This Agreement is entered into between Customer(s) ("Customer", "Customers", or "you") and Goldco Direct LLC ("Goldco") for the purchase of Precious Metals Products (see Products). This Agreement governs all transactions between you and Goldco, now or in the future, and supersedes any oral or written representations or solicitations. Customer may only purchase Products pursuant to this Agreement. The only representations or warranties that Customer may rely upon in purchasing Precious Metals Products from Goldco are the representations and warranties set forth in this Agreement.

1. **Authority**: Customer represents that Customer is of legal age and has the capacity to enter into this Agreement. If Customer is acting on behalf of a business entity, Customer represents that he or she is duly authorized to act on behalf of that entity and to enter into this Agreement for the purpose of purchasing or selling Precious Metal Products from or to Goldco under the terms of this Agreement.

2. **Role of Goldco**: Goldco serves as a buyer and seller of Precious Metals Products from Customer. Goldco, its employees and representatives are not Customer's fiduciary, financial advisor, or investment manager. Goldco does not give investment advice or make recommendations to Customer regarding the purchase or sale of Precious Metals Products. Customer is solely responsible for determining whether any investment, investment strategy, or related transaction is appropriate for Customer based on Customer's investment objectives, financial circumstances, and risk tolerance. Customer should consult with Customer's own legal, tax, and financial advisors before engaging in any transaction with Goldco.

3. **Purchases from Goldco**: Customer understands that Goldco makes money on purchases and sales of Precious Metals Products through the spread between the prices Goldco pays for Products and the prices Goldco charges for Products. Customer understands that Goldco may make a profit on any transaction, and that Goldco's profit may be higher than the market premium Goldco charges for Products. Customer understands that Goldco provides Customer with commercial assistance in connection with Customer's purchases of Products, but Goldco does not provide investment advice or recommendations to Customer regarding the purchase or sale of Products. Customer understands that Goldco's commercial assistance may influence Customer's decision to purchase Products from Goldco. Customer understands that Goldco's commercial assistance is not intended to be a substitute for Customer's own independent investigation and assessment of the suitability and merits of purchasing Products.

4. **Resales to Goldco**: Subject to Goldco's then-current buyback guidelines, which may change from time to time, Goldco will buy back Precious Metals Products that Customer purchases from Goldco. Customer understands that Goldco may buy back Precious Metals Products at prices that are lower than the prices Goldco charges Customer for the Products. Customer understands that Goldco may refuse to buy back Precious Metals Products that Customer purchases from Goldco. Customer understands that Goldco may buy back Precious Metals Products that Customer purchases from Goldco

[redacted]

7. No Financial Advice; Independent Investment Decisions: [redacted]

8. Tax and Legal Advice: [redacted]

9. Risk Disclosures: [redacted]

a. Non-Income Yielding. [redacted]

b. Volatility. [redacted]

c. Long Term Investment. [redacted]

d. Past Performance/Future Results. [redacted]

10. Products: [redacted]

[illegible]

11. **Placing A Direct Delivery (non-IRA) Order**: [illegible]

12. **Placing An IRA Order**: [illegible]

13. **IRA Custodians**: [illegible]

14. **Storage**: [illegible]

15. **Cancellation**: [illegible]

16. **Delivery**: [illegible]

17. **Buy-Back and Liquidation**: If and when you do decide to sell or liquidate your Precious Metals Products, Goldco is one potential buyer of your Precious Metals Products. Goldco, may, at its sole discretion, based upon its inventory needs at that time, purchase Precious Metals Products from Customer at its current bid (buy-back) price. To make a profit on any Precious Metals Product, you must sell it for a price greater than the price that you paid. The price at which a precious metals dealer offers to purchase metals is known as the "bid" price. The price at which a precious metals dealer offers to sell metals is known as the "ask" price. The difference between a dealer's bid price and ask price on a particular day is known as the "bid/ask spread." Goldco's bid/ask spread for common bullion products is typically between 1% and 6%. Goldco's bid/ask spread for premium bullion products is typically between 7% and 21%. Goldco's bid/ask spread for promotional products is typically between 7% and 21% *after* the first three years from receipt; before that the spread is likely to be higher than the typical range.

To illustrate this, consider a Precious Metals Product that is purchased by a customer for $50. Based on a typical 21% bid/ask spread, Goldco's bid price on the same day that product was purchased would be $39.50. The product would therefore have to appreciate by more than $10.50 before reaching the breakeven price. Bid/ask spreads may be subject to negotiation, and any

bid/ask spread charged to Customer in a specific transaction may be more or less than the bid/ask spread charged to other Customers in similar transactions or charged to Customers in prior or future transactions. Goldco reserves the right to change the rate of any of its bid/ask spreads at its sole discretion. Should Customer choose to send products back to Goldco for liquidation, Customer must ship them to Goldco's depository storage account via registered, insured US Mail or Federal Express. Such packages should be independently insured, and Goldco takes no responsibility for packages until signed for by a depository employee. Precious Metals Products shipped to Goldco's depository must be verified depository operations as to quantity and condition prior to liquidation. Although Goldco has historically made buy-sell markets in the products it offers, Goldco's buy-back policy is not a guarantee and is subject to change without notice.

18. **Highest Price Buy-Back Guarantee:** Under Goldco's highest price buy-back guarantee, Goldco agrees that, three (3) years from your initial purchase, Goldco will buy back from you Precious Metals Products that you purchased from Goldco at the highest price in the industry. If you sell any Precious Metals Product that you purchased from Goldco to a purchaser for an amount greater than Goldco's offered buy-back price within seven (7) days of the date on which Goldco made the offer, Goldco will pay you $1, via check or other tender determined by Goldco. Goldco's highest buy-back price guarantee is contingent on Customer providing written receipt, subject to verification by Goldco, documenting the actual sale of the precious metals product for a price higher than that offered by Goldco. Goldco makes no guarantee to repurchase Precious Metals Products within the first three (3) years of the date you purchased the products from Goldco, nor does Goldco guarantee any specific rates or buy-back prices. Without limiting the foregoing, Goldco's buy-back guarantee is subject to all restrictions set forth in Paragraph 17 above, including all rate restrictions.

19. **Exchanges:** [illegible]

20. **Consent to Call and Record**: By signing below, you give Goldco your express consent to use automated technology to call or text you at the phone number(s) provided, including your wireless number if provided, or any of your future phone number(s), including wireless numbers. This consent shall be current and valid, whether or not your number(s) are placed on a local, state or federal do not call list. All calls may be recorded and you agree to such recording and that you do not have a reasonable expectation of privacy during any telephone conversation with any Goldco representative. Goldco does not guarantee that any recordings of any particular call will be retained or be capable of being retrieved. By providing your email address and initialing above and signing this Agreement, you further consent to receiving communications from Goldco and its affiliates by email to the email address provided or to any of your future email addresses. You are not required to provide this consent to make a purchase from Goldco.

21. **AGREEMENT TO ARBITRATE: GOLDCO AND CUSTOMER AGREE TO ARBITRATE, IN A FINAL AND BINDING MANNER, ALL DISPUTES, CLAIMS, OR CONTROVERSIES BETWEEN CUSTOMER AND GOLDCO (INCLUDING ANY OF GOLDCO'S CURRENT OR FORMER OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS) ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT; ANY PAST, PRESENT, OR FUTURE TRANSACTION BETWEEN CUSTOMER AND GOLDCO; ANY PAST, PRESENT, OR FUTURE INTERACTION BETWEEN CUSTOMER AND GOLDCO; CUSTOMER'S GOLDCO ACCOUNT; OR ANY SERVICE PROVIDED BY GOLDCO TO CUSTOMER AT ANY TIME. THIS AGREEMENT TO ARBITRATE SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT. THE FEDERAL ARBITRATION ACT WILL APPLY EVEN THOUGH THE AGREEMENT PROVIDES THAT IT IS GOVERNED BY THE LAW OF THE STATE OF CALIFORNIA.**

SCOPE OF ARBITRATION AGREEMENT: GOLDCO AND CUSTOMER AGREE THAT THE ARBITRATOR WILL DETERMINE ANY AND ALL DISPUTES ARISING OUT OF OR RELATING TO ANY BREACH, TERMINATION, ENFORCEMENT, AND INTERPRETATION OF THE AGREEMENT, AS WELL AS THE SCOPE, APPLICABILITY, AND VALIDITY OF THIS ARBITRATION AGREEMENT, INCLUDING ANY ALLEGATIONS THAT THE ARBITRATION AGREEMENT IS UNCONSCIONABLE OR UNENFORCEABLE IN ANYWAY.

Applicable Rules: Goldco and Customer agree that any arbitration will be administered by JAMS under its Comprehensive Arbitration Rules and Procedures when the amount in controversy is greater than $250,000 and JAMS' Streamlined Arbitration Rules when the amount in controversy is less than or equal to $250,000. The parties agree that a single arbitrator shall be selected to adjudicate all disputes. The selection and replacement of an arbitrator shall be in accordance with JAMS' Rules. Customer should review JAMS' Rules, which are located at: http://www.jamsadr.com. In the event of a conflict between such rules and the terms of this Agreement, the terms of this Agreement will prevail.

Confidentiality: The arbitration proceedings shall be kept confidential by Goldco and Customer, and their attorneys, agents, or other representatives, unless disclosure is compelled by court order or operation of law.

Arbitrator's Authority: The arbitrator shall have authority to award only established compensatory damages, equitable relief, liquidated damages, pre-award interest, and attorney's fees and costs.

22. **California Jurisdiction and Venue:** [illegible]

Initials

Electronic Communications and Arbitration Agreement recorded in the Agreement. Customer represents and declares Agreement is entered into for the benefit of or on behalf of Customer's heirs, beneficiaries, successors, successors and assigns and all persons or entities with a financial interest in any transaction between Customer and Goldco or Customer's account at Goldco.

23. **Liability for Attorneys' Fees and Arbitration Fees**: In the event of a dispute between the parties arising out of this Agreement, each party will pay their own costs for his, her or its own attorneys, subject to any limitations set forth in this Agreement.

33. **Corporate Assets**: [redacted]

34. **LIMITATION OF TIME TO BRING CLAIM**: EXCEPT WHERE THE LAW PRESCRIBES A SHORTER APPLICABLE STATUTE OF LIMITATION, OR PROHIBITS SHORTENING THE OTHERWISE APPLICABLE LONGER STATUTE OF LIMITATIONS, ANY CLAIM OR COUNTERCLAIM IN ARBITRATION, OR IN ANY ACTION IN WHICH THE ARBITRATION AGREEMENT IS DEEMED TO BE INVALID, UNENFORCEABLE, OR ILLEGAL OR OTHERWISE UNENFORCED, ARISING FROM THIS AGREEMENT OR ANY PAST, PRESENT, OR FUTURE TRANSACTION OR INTERACTION BETWEEN CUSTOMER AND GOLDCO, IS BARRED UNLESS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE OF THAT TRANSACTION OR INTERACTION. THE PARTIES ACKNOWLEDGE THAT, BUT FOR THIS WAIVER, HE, SHE, OR IT MIGHT HAVE A LONGER TIME PERIOD TO INITIATE A CLAIM UNDER STATE OR FEDERAL LAW.

35. **INDEMNITY**: [redacted]

36. **WAIVER OF RIGHT TO BRING CLASS OR REPRESENTATIVE ACTION**: CUSTOMER AND GOLDCO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER IN ARBITRATION, OR IN ANY ACTION IN WHICH THE ARBITRATION AGREEMENT IS DEEMED TO BE INVALID, UNENFORCEABLE, OR ILLEGAL OR OTHERWISE UNENFORCED, ARISING FROM THIS AGREEMENT OR ANY PAST, PRESENT, OR FUTURE TRANSACTION OR INTERACTION BETWEEN CUSTOMER AND GOLDCO ONLY IN HIS, HER, OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

37. **WAIVER OF RIGHT TO JURY TRIAL**: CUSTOMER AND GOLDCO HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION IN WHICH THE ARBITRATION AGREEMENT IS DEEMED TO BE INVALID, UNENFORCEABLE, OR ILLEGAL OR OTHERWISE UNENFORCED, ARISING FROM THIS AGREEMENT OR ANY PAST, PRESENT, OR FUTURE TRANSACTION OR INTERACTION BETWEEN CUSTOMER AND GOLDCO.

38. **LIMITATION ON LIABILITY**: [redacted]

CUSTOMER ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SHALL BE BOUND BY THEM.

Customer Signature: Delores Elizabeth Stevens Date: Aug 21, 2023

Customer Printed Name: Delores Elizabeth Stevens

Initials

GOLDCO

CUSTOMER AGREEMENT

This Agreement is entered into between Customer(s) ("Customer", "Customers", or "you") and Goldco Direct LLC ("Goldco") for the purchase of Precious Metals Products (see Products). ...

1. **Authority**: ...

2. **Role of Goldco**: ...

3. **Purchases from Goldco**: ...

4. **Resales to Goldco**: ....

5. **Financial Incentives on Common and Premium Bullion Products**: ...

6. **Role of Customer**: ...

7. **No Financial Advice; Independent Investment Decisions**: ...

8. **Tax and Legal Advice**: ...

9. **Risk Disclosures**: ...

10. **Products**: ...

11. **Placing A Direct Delivery (non-IRA) Order**: ...

12. **Placing An IRA Order**: ...

13. **IRA Custodians**: ...

14. **Storage**: ...

15. **Cancellation**: ...

16. **Delivery**: ...

17. **Buy-Back and Liquidation**: If and when you do decide to sell or liquidate your Precious Metals Products, Goldco is one potential buyer of your Precious Metals Products. Goldco, may, at its sole discretion, based upon its inventory needs at that time, purchase Precious Metals Products from Customer at its current bid (buy-back) price. To make a profit on any Precious Metals Product, you must sell it for a price greater than the price that you paid. The price at which a precious metals dealer offers to purchase metals is known as the "bid" price. The price at which a precious metals dealer offers to sell metals is known as the "ask" price. The difference between a dealer's bid price and ask price on a particular day is known as the "bid/ask spread." Goldco's bid/ask spread for common bullion products is typically between 1% and 6%. Goldco's bid/ask spread for premium bullion products is

typically between 7% and 21%. Goldco's bid/ask spread for promotional products is typically between 7% and 21% *after* the first three years from receipt; before that the spread is likely to be higher than the typical range.

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18. **Highest Price Buy-Back Guarantee**: Under Goldco's highest price buy-back guarantee, Goldco agrees that, three (3) years from your initial purchase, Goldco will buy back from you Precious Metals Products that you purchased from Goldco at the highest price in the industry. If you sell any Precious Metals Product that you purchased from Goldco to a purchaser for an amount greater than Goldco's offered buy-back price within seven (7) days of the date on which Goldco made the offer, Goldco will pay you $1, via check or other tender determined by Goldco. Goldco's highest buy-back price guarantee is contingent on Customer providing written receipt, subject to verification by Goldco, documenting the actual sale of the precious metals product for a price higher than that offered by Goldco. Goldco makes no guarantee to repurchase Precious Metals Products within the first three (3) years of the date you purchased the products from Goldco, nor does Goldco guarantee any specific rates or buy-back prices. Without limiting the foregoing, Goldco's buy-back guarantee is subject to all restrictions set forth in Paragraph 17 above, including all rate restrictions.

19. **Exchanges**: ...

20. **Consent to Call and Record**: By signing below, you give Goldco your express consent to use automated technology to call or text you at the phone number(s) provided, including your wireless number if provided, or any of your future phone number(s), including wireless numbers. This consent shall be current and valid, whether or not your number(s) are placed on a local, state, or federal do not call list. All calls may be recorded and you agree to such recording and that you do not have a reasonable expectation of privacy during any telephone conversation with any Goldco representative. Goldco does not guarantee that any recordings of any particular call will be retained or be capable of being retrieved. By providing your email address and initialing above and signing this Agreement, you further consent to receiving communications from Goldco and its affiliates by email to the email address provided or to any of your future email addresses. You are not required to provide this consent to make a purchase from Goldco.

21. **AGREEMENT TO ARBITRATE**: GOLDCO AND CUSTOMER AGREE TO ARBITRATE, IN A FINAL AND BINDING MANNER, ALL DISPUTES, CLAIMS, OR CONTROVERSIES BETWEEN CUSTOMER AND GOLDCO (INCLUDING ANY OF GOLDCO'S CURRENT OR

FORMER OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS) ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT; ANY PAST, PRESENT, OR FUTURE TRANSACTION BETWEEN CUSTOMER AND GOLDCO; ANY PAST, PRESENT, OR FUTURE INTERACTION BETWEEN CUSTOMER AND GOLDCO; CUSTOMER'S GOLDCO ACCOUNT; OR ANY SERVICE PROVIDED BY GOLDCO TO CUSTOMER AT ANY TIME. THIS AGREEMENT TO ARBITRATE SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT. THE FEDERAL ARBITRATION ACT WILL APPLY EVEN THOUGH THE AGREEMENT PROVIDES THAT IT IS GOVERNED BY THE LAW OF THE STATE OF CALIFORNIA.

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Applicable Rules: Goldco and Customer agree that any arbitration will be administered by JAMS under its Comprehensive Arbitration Rules and Procedures when the amount in controversy is greater than $250,000 and JAMS' Streamlined Arbitration Rules when the amount in controversy is less than or equal to $250,000. The parties agree that a single arbitrator shall be selected to adjudicate all disputes. The selection and replacement of an arbitrator shall be in accordance with JAMS' Rules. Customer should review JAMS' Rules, which are located at: http://www.jamsadr.com. In the event of a conflict between such rules and the terms of this Agreement, the terms of this Agreement will prevail.

Confidentiality: The arbitration proceedings shall be kept confidential by Goldco and Customer, and their attorneys, agents, or other representatives, unless disclosure is compelled by court order or operation of law.

Arbitrator's Authority: The arbitrator shall have authority to award only established compensatory damages, equitable relief, liquidated damages, pre-award interest, and attorney's fees and costs.

22. **California Jurisdiction and Venue**: ...

23. **Liability for Attorney's Fees and Arbitration Fees**:

24. **Attorney Representation**: ...

25. **Integration, Merger, and Modifications**: This Agreement and any addendum is the entire agreement between Goldco and Customer. There are no representations, oral or written, other than those herein or therein. This supersedes all prior agreements concerning the subject matter of this Agreement. Customer shall not rely upon any statement made prior to or contemporaneous with this Agreement or any addendum or in the future, by or on behalf of Goldco, that is inconsistent with this Agreement or any addendum. This Agreement may be amended only upon execution of a subsequent agreement between the parties or upon Customer's failure to object, within ten (10) business days, to modifications contained in subsequent agreements sent to Customer by Goldco, however, any changes to the Arbitration Agreement will not apply to any disputes for which the parties have actual notice on or prior to the date the change goes into effect.

26. **Force Majeure**: ...

27. **Multiple Customers**: ...

28. **Severability**: ...

29. **Assignment**: The provisions of this Agreement shall be continuous and shall inure to the benefit of Goldco, its successors, and assigns, and shall be binding upon Customer and/or the estate, personal representatives, administrators, and successors in interest of Customer. Goldco may assign its rights and delegate its duties as to any or all transactions under this Agreement. Customer shall not delegate any obligations hereunder without Goldco's prior written consent.

30. **Notice Requirement and Cure Period**: ...

31. **Governing Law**: ...

32. **California Jurisdiction and Venue**: ...

33. **Corporate Assets**: ...

34. **LIMITATION OF TIME TO BRING CLAIM**: EXCEPT WHERE THE LAW PRESCRIBES A SHORTER APPLICABLE STATUTE OF LIMITATION, OR PROHIBITS SHORTENING THE OTHERWISE APPLICABLE LONGER STATUTE OF LIMITATIONS, ANY CLAIM OR COUNTERCLAIM IN ARBITRATION, OR IN ANY ACTION IN WHICH THE ARBITRATION AGREEMENT IS DEEMED TO BE INVALID, UNENFORCEABLE, OR ILLEGAL OR OTHERWISE UNENFORCED, ARISING FROM THIS AGREEMENT OR ANY PAST, PRESENT, OR FUTURE TRANSACTION OR INTERACTION BETWEEN CUSTOMER AND GOLDCO, IS BARRED UNLESS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE OF THAT TRANSACTION OR INTERACTION. THE PARTIES ACKNOWLEDGE THAT, BUT FOR THIS WAIVER, HE, SHE, OR IT MIGHT HAVE A LONGER TIME PERIOD TO INITIATE A CLAIM UNDER STATE OR FEDERAL LAW.

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CUSTOMER ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SHALL BE BOUND BY THEM.

Rev 7/13/22